

A G R E E M E N T

Between

FREEHOLD BOROUGH

AND

CAPTAINS OF POLICE

OF

FREEHOLD BOROUGH

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JANUARY 1, 1977 through DECEMBER 31, 1977

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THIS AGREEMENT made this            day of            , 1977,  
by and between FREEHOLD BOROUGH, in the County of Monmouth, a  
Municipal Corporation of the State of New Jersey, hereinafter  
called the "Borough", and the CAPTAINS OF POLICE, DAVID S.  
BUNTON and RICHARD HIBB, hereinafter called the "Captains"  
represents the complete and final understanding between the  
Borough of Freehold and the Captains.

## ARTICLE I

### PURPOSE OF AGREEMENT

Section 1: It is the intent and purpose of the parties  
hereto that this Agreement covering rates of pay, hours of work  
and condition of employment, will promote professional and  
economic relations and establish a basis for securing cooperation,  
harmony and good will between the Borough and the Captains.

## ARTICLE II

### MANAGEMENT RIGHTS CLAUSE

It is recognized that the Borough has and will continue  
to retain the rights and responsibilities to direct the affairs  
of the police in all its various aspects. Among the rights  
retained by the Borough are its rights to direct the working  
forces; to plan, direct and control all the operations and  
services of the department; to determine the methods, means,  
organization and personnel by which such operations and services  
are to be conducted; to contract for the subcontract out services;  
to relieve employees for legitimate reasons; to make and enforce  
reasonable rules and regulations; to change or eliminate

existing methods, equipment or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

### ARTICLE III

#### WORK RULES

The Borough has established reasonable and necessary rules of work and conduct for police entitled "Manual of Rules and Regulations" adopted April 4, 1971 as revised and supplemented. Said Manual, as it may be revised from time to time, is incorporated herein and the parties are entitled to and bound by the provisions of the Manual insofar as same may affect the parties hereto.

### ARTICLE IV

#### COMPENSATION

Section 1: Effective with the first pay period for 1977 and up to and including the last pay period for the year 1977, the Captains shall receive an increase in his annual wage amounting to seven (7%) per cent of his base salary paid to said Captains on December 31, 1976.

### ARTICLE V

#### HOLIDAYS

The following days shall be recognized and observed as paid holidays for which compensation shall be made at the end of the calendar year at the rate of one and a half (1 ½) times the Captains regular rate of pay:

- |                          |  |
|--------------------------|--|
| 1. New Years Day         | 8. Veteran's Day   |
| 2. Washington's Birthday | 9. Thanksgiving Day  |
| 3. Good Friday           | 10. Friday following Thanksgiving Day                      |
| 4. Memorial Day          | 11. Christmas Day  |
| 5. Independence Day      | 12. Friday following when Christmas Day falls on Thursday. |
| 6. Labor Day             |  |
| 7. General Election Day  |  |

## ARTICLE VI

### VACATION

Section 1: The Captains shall be entitled to the full vacation permitted of twenty-one (21) working days vacation.

Section 2: During the final year of service, the full vacation benefit may be taken by the Captains or compensation in lieu of time off will be paid.

### ARTICLE VI A

#### PERSONAL DAY

Section 1: The Captains shall be granted three (3) personal days per year non-cumulative and at regular pay.

Section 2: Except in case of emergency, the request for the personal day shall be made in writing to the Chief of Police or his representative five (5) days in advance and approved two (2) days in advance.

Section 3: The personal days must be used within the calendar year and shall not be cumulative from year to year.

Section 4: The personal days shall not be granted at the beginning or end of a vacation or paid holiday, except in case of an emergency.

## ARTICLE VII

### HEALTH AND LIFE INSURANCE

Section 1: The Borough shall continue to provide enrollment in the Public Employee's Health Benefits Program of New Jersey for the Captains and their families, as defined by the insurance carrier, at the beginning of the month of employment, after not less than ninety (90) continuous days of service or as soon thereafter as possible under the provisions of the plan.

Section 2: The Borough will continue to provide for said Captains the current group life insurance in the amount of \$5,000.00.

### ARTICLE VIII-SICK LEAVE

Section 1: Sick leave with pay shall be applicable only to permanent employees in the classified Civil Service of the Borough of Freehold as set forth hereinafter.

Section 2: After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each calendar year thereafter.

Section 3: Sick leave not taken shall accumulate to employee's credit from year to year, and he shall be entitled to such accumulative sick leave with pay if and when needed.

Section 4: When the Captains retires, he shall be entitled to one (1/2) pay for accumulative sick days in an amount not to exceed \$6,000.00. The retiring Captain shall advise the Borough Clerk of the employee's intention to retire by November 1st of the year prior to the year of retirement so that budget requirements may be met and provided for.

Section 5: Three (3) sick days shall be permitted for the death of any member of the family to include the grandmother, grand-

father, aunt, uncle, mother-in-law or father-in-law.

#### ARTICLE VIII A

##### DEATH LEAVE

Section 1: The Captains shall be permitted three (3) days on account of a death of someone in the immediate family to include the father, mother, spouse, child, sister, brother and the father-in-law and mother-in-law if they reside in the same house as the employee.

#### ARTICLE IX

##### PENSION PLAN

The Borough shall continue for the lifetime of this Agreement to pay the Borough's portion of the pension costs under the Police and Firemen's Retirement System of New Jersey in effect at the signing of this Agreement.

#### ARTICLE X

##### AUTOMOBILE USE

The Captains who use their own cars for travel authorized and scheduled by an appropriate Borough Supervisor shall receive mileage at the rate of \$.15 per mile. The Borough shall pay the necessary tolls and parking fees.

#### ARTICLE XI

##### NO STRIKE, ETC.

Section 1: It is understood that there shall be no strikes, sitdown, slowdown, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall the Captains, authorize, assist, take part in or encourage any such strikes, sitdown, slowdown, concerted failure to report

for duty, work stoppage or limitation upon production against the Borough.

Section 2: The Borough reserves the right to discipline or discharge if he violates the provisions of this Article.

Section 3: Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Captains.

## ARTICLE XII

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XIII

### FULLY BARGAINED PROVISIONS

Section 1: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiate or signed this Agreement.



Section 2: This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties; except however, the parties may negotiate for the year 1978.

ARTICLE XIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977 and shall remain in effect to and including December 31, 1977.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Borough, Monmouth County, New Jersey, the day and year above written.

FREEHOLD BOROUGH, MONMOUTH COUNTY  
NEW JERSEY

BY: David S. Bunton  
DAVID S. BUNTON

BY: Roger J. Kane  
ROGER J. KANE, Mayor

BY: Richard H. Hobb  
RICHARD HIBB

ATTEST:  
BY: Vivian Taylor  
VIVIAN TAYLOR, Borough Clerk